Case 23-12200 Doc 48 Filed 07/04/24 Page 1 of 5

United States Bankruptcy Court District of Maryland

In re: Case No. 23-12200-MCR

Kameron J. Myers Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0416-0 User: admin Page 1 of 1
Date Rcvd: Jul 02, 2024 Form ID: pdfparty Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 04, 2024:

Recipi ID Recipient Name and Address

+ Kameron J. Myers, 506 Diamondback Drive #539, Gaithersburg, MD 20878-4688

+ Nirit G. Myers, 506 Diamondback Drive #539, Gaithersburg, MD 20878-4688

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 04, 2024 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 2, 2024 at the address(es) listed below:

Name Email Address

Eric S. Steiner

 $info@steinerlawgroup.com\ eric.steinerlawgroup.com@recap.email\\$

Gregory Christopher Mullen

 $bankruptcy@bww-law.com\ gregory.c.mullen@gmail.com$

Jacob Christian Zweig

jzweig@evanspetree.com crecord@evanspetree.com

Nikita Rajendra Joshi

Nikita.Joshi@bww-law.com bankruptcy@bww-law.com

Timothy P. Branigan

cmecf@chapter13maryland.com

TOTAL: 5

Case 23-12200 Doc 48 Filed 07/04/24 Page 2 of 5

Entered: July 2nd, 2024 Signed: July 2nd, 2024

SO ORDERED

DIDE



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND (GREENBELT)

IN RE:		
	*	
KAMERON J. MYERS Debtor	*	Case No. 23-12200
* * * * * *	*	Chapter 13
TD BANK, N.A., SUCCESSOR IN INTEREST TO TD AUTO FINANCE LLC	*	
Movant	*	
VS.	*	
KAMERON J. MYERS Debtor	*	
and	*	
NIRIT G. MYERS	*	
Co-Debtor	*	
Respondents	*	

CONSENT ORDER MODIFYING THE AUTOMATIC STAY AND CO-DEBTOR STAY

The Court having read and considered the Motion for Relief from the Automatic Stay and Co-Debtor Stay filed by TD Bank, N.A., successor in interest to TD Auto Finance LLC ("TD Bank"), together with the consents hereto, and for good cause appearing, it is, by the United States

Bankruptcy Court for the District of Maryland,

ORDERED, that the automatic stay and co-debtor stay imposed under 11 U.S.C. §§ 362(a) and 1301 are modified as to TD Bank as set forth herein;

FURTHER ORDERED, that the automatic stay and co-debtor stay shall continue in effect so long as:

- (a) Kameron J. Myers ("Debtor") complies with the terms of the Retail Installment Sale Contract ("Contract") for the purchase of a 2022 Mazda CX-30, VIN 3MVDMBBL2NM430091 ("Vehicle"), in which TD Bank has a perfected security interest;
- (b) TD Bank receives from Debtor, when due, the remaining monthly payments pursuant to the Contract, commencing with the payment of \$470.98 due on June 29, 2024;
- (c) TD Bank also receives from Debtor the sum of \$1,875.42 in liquidation of the payment default under the Contract (\$1,376.42) and TD Bank's attorney and filing fees related to the Motion (\$499.00) in the following installments:

\$312.57 on or before July 14, 2024, \$312.57 on or before August 14, 2024, \$312.57 on or before September 14, 2024, \$312.57 on or before October 14, 2024, \$312.57 on or before November 14, 2024, \$312.57 on or before December 14, 2024; and

(d) Counsel for TD Bank receives from Debtor proof of physical damage insurance coverage on the Vehicle, which conforms to Contract requirements and lists TD Bank as lienholder/loss payee, on or before June 29, 2024, and Debtor maintains such insurance coverage on the Vehicle at all times; and it is

FURTHER ORDERED, that in the event Debtor defaults in any payment or fails to fulfill any of the obligations under this Consent Order, TD Bank may file with the Court and provide Debtor and Debtor's counsel a written Notice of Default ("Notice") with demand for cure within

ten (10) days of the date of the Notice, and if the default is not cured within such time, the automatic stay and co-debtor stay shall be terminated as to TD Bank, the Vehicle and the proceeds thereof without the necessity of further notice, hearing, order or appearance, and TD Bank may proceed with any and all remedies available under state and/or federal law that are not inconsistent with Title 11 of the United States Code, including but not limited to, filing a proof of claim for any unsecured deficiency balance upon disposition of the Vehicle; and it is

FURTHER ORDERED, that TD Bank's obligation to provide the Debtor and Debtor's counsel with Notice shall terminate after the <u>second</u> event of default for which Notice is actually given, and upon the <u>third</u> event of default, the automatic stay and co-debtor stay shall be terminated as to TD Bank, the Vehicle and the proceeds thereof ten (10) days after TD Bank files with the Court and provides Debtor and Debtor's counsel a written Affidavit of Default and Notice of Termination of Automatic Stay and Co-Debtor Stay; and it is

FURTHER ORDERED, that the Debtor having waived the application of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure, this Order is enforceable on its date of entry.

Consented hereto:

/s/Eric S. Steiner

Eric S. Steiner, Esquire P.O. Box 17598 Pmb 83805 Baltimore, MD 21297 Attorney for Debtor /s/Jacob Zweig

Jacob Zweig, Esquire Evans Petree PC 1715 Aaron Brenner Drive, Suite 800 Memphis, TN 38120 Attorney for TD Bank I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the <u>/s/</u> on this copy reference the signatures of consenting parties on the original consent order.

/s/Jacob Zweig
Jacob Zweig, Esquire

cc: Jacob Zweig
Evans Petree PC
1715 Aaron Brenner Drive, Suite 800
Memphis, TN 38120

Eric S. Steiner P.O. Box 17598 Pmb 83805 Baltimore, MD 21297

Kameron J. Myers 506 Diamondback Drive #539 Gaithersburg, MD 20878

Nirit G. Myers 506 Diamondback Drive #539 Gaithersburg, MD 20878

Timothy P. Branigan Chapter 13 Trustee 9891 Broken Land Parkway, Suite 301 Columbia, MD 21046

End of Order